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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN BERNARDINO
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11 MANPREET SINGH and ANDRE STOKES,
12 individually, on a representative basis, and on
13 behalf of all others similarly situated;

14 Plaintiffs,

15 vs.

16 HSD TRUCKING, INC., a California
17 Corporation; PARDEEP SINGH, an
18 Individual; SARBJIT DHUDWAL, an
19 Individual; and DOES 3 through 20,
20 inclusive;

21 Defendants.
22

Case No.: CIVSB2403148

*[Assigned to Hon. Christian Towns, Dept
S26, for all purposes]*

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF JUDGMENT**

23 Plaintiffs Manpreet Singh's and Andre Stokes' (the "Plaintiffs") Motion for Final
24 Approval of the Class Action and PAGA Settlement (the "Final Approval Motion") as embodied
25 in the Memorandum of Understanding between the Parties (the "Settlement Agreement") came
26 for a hearing in Department S26 of the above-entitled court. The Final Approval Motion was
27 unopposed by Defendants HSD Trucking, Inc., Pardeep Singh, and Sarbjit Dhudwal
28 ("Defendants").

Having considered the Final Approval Motion, the Settlement Agreement, the
Declarations, and all other materials properly before the Court and having conducted an inquiry

1 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
2 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
3 Due and adequate notice having been given to the Class, and the Court having considered the
4 Settlement Agreement, all papers filed and proceedings had herein and all oral and written
5 comments received regarding the proposed settlement, and having reviewed the record in this
6 Action, and good cause appearing,

7 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

8 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
9 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

10 2. The Court has jurisdiction over the subject matter over this Action, the
11 Plaintiffs/Class Representatives Manpreet Singh and Andre Stokes, the Class Members, and
12 Defendants.

13 3. The following definitions are pertinent to this Final Order are set forth in the
14 Settlement Agreement, the Court’s September 30, 2025 Order Granting Preliminary Approval, as
15 follows:

16 A. “Class Members” includes “all current and former California resident
17 truck drivers employed by Defendant HSD Trucking, Inc. in California during the Class Period.”

18 B. “Class Period” is January 17, 2020, through September 30, 2025.

19 C. “Aggrieved Employees” means “all current and former California resident
20 truck drivers employed by Defendant HSD Trucking, Inc. in California during the Class Period.”

21 D. “PAGA Period” is January 17, 2023, through September 30, 2025.

22 4. For purposes of effectuating this Order and Judgment, this Court has certified the
23 following Class, which includes “all current and former California resident truck drivers
24 employed by Defendant HSD Trucking, Inc. in California during the Class Period.” The Court
25 deems this definition sufficient for purposes of California Rules of Court, rule 3.765(a).

26 5. The Court finds that the distribution of the Class Notice, as provided for in the
27 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable
28 under the circumstances to all Class Members and fully met the requirements of California law

1 and due process under the California and United States Constitution. Based on evidence and
2 other material submitted, the actual notice to the class was adequate.

3 6. The Court finds that the instant Action presented a good faith dispute of the
4 claims alleged, and the Court finds in favor of settlement approval.

5 7. The Released Class Claims on behalf of the Participating Class Members
6 included:

7 the claims stated in the Complaint and those based solely upon the
8 facts in the Complaint, including: (1) failure to pay minimum wages,
9 (2) failure to pay for rest and recovery periods and other
10 nonproductive time under Labor Code § 226.2, (3) failure to
11 reimburse business expenses, (4) unlawful deduction of wages, (5)
12 failure to timely pay final wages, (6) failure to provide accurate
itemized wage statements, and (7) unfair and unlawful competition.
The time period governing the Released Class Claims shall be the
Class Period.

13 8. The Released PAGA Claims on behalf of the Aggrieved Employees included:

14 the PAGA claims that Plaintiffs alleged against the Released Parties,
15 based on the facts stated in the relevant LWDA notice letters and
16 only to the extent that they are alleged in the Complaint, including
17 all PAGA claims seeking civil penalties premised upon: (1) failure
18 to pay minimum wages, (2) failure to pay for rest and recovery
19 periods and other nonproductive time under Labor Code § 226.2, (3)
20 failure to reimburse business expenses, (4) unlawful deduction of
21 wages, (5) failure to timely pay wages each period, (6) failure to
22 timely pay final wages, (7) failure to provide accurate itemized wage
23 statements, and (8) all other claims for civil penalties recoverable
under the Private Attorneys General Act, Labor Code §§ 2698 et
seq. based on the facts or claims alleged in the LWDA notice letters
and Complaint. The time period governing the PAGA Released
Claims shall be the PAGA Period. The Released PAGA Claims do
not release any Aggrieved Employees' claims for wages or statutory
penalties.

24 9. There were no Objections to the Settlement, and no Requests for Exclusion.

25 Thus, all Class Members are Participating Class Members, who are entitled to an Individual
26 Class Payment pursuant to the Settlement and this Judgment. Likewise, all Aggrieved
27 Employees are entitled to an Individual PAGA Payment, constituting a pro rata share of PAGA
28 Penalties.

1 10. The Court approves the Settlement, as set forth in the Settlement Agreement and
2 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The
3 Parties are directed to perform in accordance with the terms set forth in the Settlement
4 Agreement and the Court's Orders.

5 11. The Parties are to bear their own costs, except as otherwise provided in the
6 Settlement Agreement.

7 12. With respect to the Class and for purposes of approving this Settlement, this Court
8 finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that
9 joinder of all members is impracticable; (b) there are questions of law or fact common to the
10 Class Members, and there is a well-defined community of interest among the Class Members
11 with respect to the subject matter of the Action; (c) the claims of the Class Representatives are
12 typical of the claims of the Class Members; (d) the Class Representatives have fairly and
13 adequately protected the interests of the Class Members; (e) a class action is superior to other
14 available methods for an efficient adjudication of this controversy; and (f) the counsel of record
15 for the Class Representatives, i.e., Class Counsel, are qualified to serve as counsel for the
16 Plaintiffs in their individual and representative capacity and for the Class.

17 13. By this Judgment, the Class Representatives shall release, relinquish, and
18 discharge, and each of the Participating Class Members shall be deemed to have, and by
19 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
20 discharged all Released Class Claims, as defined in the Settlement Agreement.

21 14. Neither the Settlement Agreement nor the Settlement contained therein, nor any
22 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
23 or the Settlement (i) is or may be deemed to be or may be used by the Class Representatives or
24 Participating Class Members as an admission of, or evidence of, the validity of any of the Settled
25 Class Claims, or of any wrongdoing or liability of Defendants or any of the other Released
26 Parties; or (ii) is or may be deemed to be or may be used by any of the Class Representatives or
27 Participating Class Members as an admission of, or evidence of, any fault or omission of
28 Defendant or any of the other Released Parties in any civil, criminal, or administrative

proceeding in any court, administrative agency, or other tribunal. Defendants or any of the other Released Parties may file the Settlement Agreement and/or the Judgment from this Action in any other action that may be brought against it or them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

15. The Settlement Amount to be paid under the Settlement Agreement is \$780,000. From this amount, Class Counsel sought a Class Counsel Fee Payment of \$260,000 (1/3 of the Settlement Amount), Class Counsel's litigation expenses of \$9,508.70, Service Payments to Class Representatives Manpreet Singh and Andre Stokes of \$10,000 each, a payment to the Settlement Administrator, Phoenix Settlement Administrators, of \$8,000.00, and \$50,000 to PAGA Penalties (with \$37,500 to the LWDA and \$12,500 to the Aggrieved Employees). Defendants do not oppose these requests. In addition, and concurrently with paying the Settlement Amount, Defendants shall separately pay all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, which shall be reported through the Settlement Administrator. The Court finds that the Settlement Amount is fair, reasonable and adequate, and awards the payments set forth below from the Settlement Amount:

A. \$260,000.00 to Class Counsel for attorneys' fees in light of the benefit obtained on behalf of the Class;

B. \$9,508.70 to Class Counsel for litigation costs;

C. \$10,000 each to Class Representatives Manpreet Singh and Andre Stokes as Service Awards;

D. \$8,000.00 to Phoenix Settlement Administrators;

E. \$37,500 to the LWDA;

F. \$12,500 to the Aggrieved Employees on a pro rata basis;

G. After deducting the foregoing payments from the Settlement Amount, the remainder shall form the Net Settlement Amount payable to the Participating Class Members as set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

1 16. The Settlement Administrator is directed to calculate the Participating Class
2 Member's Individual Class Payments and the Aggrieved Employees' Individual PAGA
3 Payments and issue all payments within in accordance with the Settlement Agreement and this
4 Order/Judgment.

5 17. Concurrently with mailing the settlement checks to the Participating Class
6 Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of
7 Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the
8 check for the Participating Class Members, noting the following: "Please be advised that on
9 [insert date], 2026, the Superior Court of California for the County of San Bernardino entered
10 Judgment in the case entitled *Singh, et al. v. HSD Trucking, Inc., et al.*, pending in Superior
11 Court of the State of California, County of San Bernardino, Case No. CIVSB2403148, on behalf
12 of all current and former California resident truck drivers employed by Defendant HSD
13 Trucking, Inc. in California during the Class Period of January 17, 2020, through September 30,
14 2025.

15 18. Defendants are ordered to make payments in accordance with the funding
16 deadlines and two-part payment plan set forth in the Settlement Agreement. Specifically,
17 Defendants, jointly and severally, shall fund the Gross Settlement Amount under a two-part
18 payment plan, as follows: (1) by the later of November 2, 2026, or 15 days after the Effective
19 Date, Defendants shall fund one-half of the Gross Settlement Amount (\$390,000) , plus
20 Defendants' share of payroll taxes [the "First Installment Payment"], and (2) by the later of July
21 1, 2027, or 15 days after the Effective Date, Defendants shall fund the remaining one-half of the
22 Gross Settlement Amount (\$390,000), plus Defendants' share of payroll taxes [the "Second
23 Installment Payment"].

24 19. No later than ten (10) calendar days after the deposit of each installment payment,
25 the Settlement Administrator shall mail amounts equal to fifty percent (50%) of the Individual
26 Class Payments to the Participating Class Members, Individual PAGA Payments to the
27 Aggrieved Employees, payment to Class Counsel for the attorneys' fees and costs, Service
28 Payments to the Class Representatives, payment to the LWDA for PAGA Penalties, and

Settlement Administration Costs.

20. The Class Members shall have 180 days to negotiate the settlement check from the date of issuance by the Settlement Administrator. If a Class Member's check for the First Installment Payment is not cashed within 180 days, then the Settlement Administrator shall re-issue the check for the First Installment Payment when issuing the Class Member's check for the Second Installment Payment. For any checks remaining uncashed after the 180-day period after issuance of checks for the Second Installment Payment, the Settlement Administrator shall issue the unclaimed funds to the California State Controller's Office in the name of the Class Member.

21. The following dates shall govern for purposes of this implementing this Order/Judgment:

January 8, 2026	The Final Order is entered and the Effective Date occurs.
November 2, 2026	Defendants shall fund the First Installment Payment to the Settlement Administrator, comprised of one-half of the Gross Settlement Amount (\$390,000), plus Defendants' share of payroll taxes.
November 12, 2026	Settlement Administrator to issue checks from the First Installment Payment, including payments of fifty percent (50%) of the Individual Class Payments to the Participating Class Members, Individual PAGA Payments to the Aggrieved Employees, payment to Class Counsel for the attorneys' fees and costs, Service Payments to the Class Representatives, payment to the LWDA for PAGA Penalties, and Settlement Administration Costs
180 days after payment is issued (approximately May 11, 2027)	Deadline for Participating Class Members and Aggrieved Employees to cash checks for First Installment Payment.
July 1, 2027	Defendants shall fund the Second Installment Payment to the Settlement Administrator, comprised of the remaining one-half of the Gross Settlement Amount (\$390,000), plus Defendants' share of payroll taxes.
July 12, 2027	Settlement Administrator to issue checks from the Second Installment Payment, covering the remaining fifty percent (50%)

	of the Individual Class Payments to the Participating Class Members, Individual PAGA Payments to the Aggrieved Employees, payment to Class Counsel for the attorneys' fees and costs, Service Payments to the Class Representatives, payment to the LWDA for PAGA Penalties, and Settlement Administration Costs
180 days after payment is issued (approximately January 8, 2028)	Deadline for Participating Class Members and Aggrieved Employees to cash checks for Second Installment Payment.
January 31, 2028	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and status of process of forwarding unclaimed funds to the State Controller.
Date: _____, 2028 Time: _____	Hearing re: status of disbursements.

22. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representatives, the Class Members, and Defendants for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

IT IS SO ORDERED.

Dated: _____

JUDGE OF THE SUPERIOR COURT